



# CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for City of Lodi Public Library Lighting Retrofit to Quantum Energy Solutions, of Rancho Murieta (\$36,967)

MEETING DATE: November 21, 2007

PREPARED BY: Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the attached contract for the City of Lodi Public Library Lighting Retrofit project to Quantum Energy Solutions, of Rancho Murieta, in the amount of \$36,967.

**BACKGROUND INFORMATION:** This project consists of replacing specified internal lighting fixture components in the City of Lodi Public Library, at 201 West Locust Street, Lodi, and other incidental and related work, all as shown on the plans and specifications for the above project.

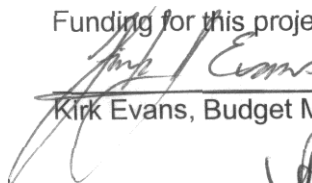
Plans and specifications for this project were approved on October 3, 2007. On November 7, 2007, the City received the following five bids for this project.

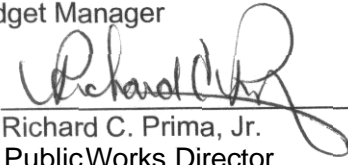
Bidder	Location	Bid (Including Alternate)
Engineer's Estimate		\$38,000.00
Quantum Energy Solutions	Rancho Murieta	\$36,966.52
K & L General Engineering	Sacramento	\$38,170.62
Fluoresco Lighting & Signs	West Sacramento	\$55,344.00
Emard Electric	Loomis	\$59,252.00
Vitale Electric	Lodi	\$83,308.00

After reviewing the bids, staff recommends awarding the optional bid alternate which includes the retrofit of an additional nine existing suspended box lighting fixtures.

**FISCAL IMPACT:** The retrofitted light fixtures will reduce operating expenses in the utility category by being energy efficient, repair costs will be substantially reduced, and Facilities Services staff will spend less time maintaining lights at the Library.

**FUNDING AVAILABLE:** Funding for this project will come from Public Benefit Funds (164605).

  
Kirk Evans, Budget Manager

  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager  
RCP/DJC/pmf  
Attachment

cc: Steve Schwabauer, City Attorney  
Nancy Martinez, Library Services Director

Purchasing Officer  
Rob Lechner, Manager of Customer Services and Programs

APPROVED:   
Blair King, City Manager

**CITY OF LODI PUBLIC LIBRARY  
LIGHTING RETROFIT PROJECT**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and QUANTUM ENERGY SOLUTIONS, herein referred to as the "Contractor."

**W I T N E S S E T H :**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Conditions  
Special General Conditions  
Bid Proposal  
Contract  
Plans

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Payment," of the General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Facilities Manager under them, to-wit:

Perform the work and furnish all labor and equipment necessary to replace specified internal lighting fixture components in the City of Lodi Public Library, at 201 West Locust Street, Lodi, California, and other incidental and related work, all as shown on the plans and specifications for the above project.

#### **CONTRACT ITEMS**

ITEM NO.	DESCRIPTION	UNIT	TOTAL PRICE
1.	Retrofit Existing Library Lighting Fixtures	LS	\$ 33,508.00
2.	Retrofit of Additional Nine (9) Existing Suspended Box Library Lighting Fixtures	LS	\$ 3,458.52
	TOTAL		\$ 36,966.52

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Not applicable (grades/easements)

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

Period of Contract Not applicable.

Option to Renew Not applicable.

Price Adjustment Not applicable.

Assignment The Contractor shall not assign nor shall not attempt to assign this agreement without the written consent of the City having been first obtained.

Damages The Contractor will report to the Facilities Manager any damages caused by the Contractor's employees or equipment to any public facilities and equipment, and repair same at Contractor's expense.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_  
By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
Cit Attorney

RESOLUTION NO. 2007-223

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONTRACT FOR CITY OF LODI  
PUBLIC LIBRARY LIGHTING RETROFIT PROJECT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 7, 2007, at 11:00 a.m. for the contract for City of Lodi Public Library Lighting Retrofit Project, described in the specifications therefore approved by the City Council on October 3, 2007; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder/Location</u>	<u>Bid Amount</u>
Engineer's Estimate	\$38,000.00*
Quantum Energy Solutions, Rancho Murieta	\$36,966.52*
K & L General Engineering, Sacramento	\$38,170.62*
Fluoresco Lighting & Signs, West Sacramento	\$55,344.00"
Emard Electric, Loomis	\$59,252.00*
Vitale Electric, Lodi	\$83,308.00*

\* Includes Alternate Bid Item

WHEREAS, staff recommends award of the contract for City of Lodi Public Library Lighting Retrofit Project be made to the low bidder, Quantum Energy Solutions, of Rancho Murieta, California, in the amount of \$36,966.52, which includes the Alternate Bid Item.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for City of Lodi Public Library Lighting Retrofit Project be made to the low bidder, Quantum Energy Solutions, of Rancho Murieta, California, in the amount of \$36,966.52, which includes the Alternate Bid Item.

Dated: November 21, 2007

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I hereby certify that Resolution No. 2007-223 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL

City Clerk